

Restaurant Advertising Agreement

(Hotel Restaurant Recommendation Cards)

This **Restaurant Advertising Agreement** ("Agreement") is a legally binding agreement between Bright Ideas Marketing ("Provider," "we," "our," or "us") and the restaurant, business, or individual accepting this Agreement ("Advertiser," "you," or "your"). By checking the acceptance box and submitting payment, Advertiser acknowledges that they have read, understood, and agree to be bound by the terms and conditions of this Agreement. The date of acceptance shall be the date the Agreement is electronically accepted through the Provider's website or checkout process.

1. Description of Advertising Program. Provider produces and distributes printed restaurant recommendation cards placed at hotel front desks and guest check-in areas ("Cards"). Each Card features a limited number of restaurant logos or names and a QR code linking to additional information. Advertiser agrees to purchase advertising space on the Cards under the terms of this Agreement.

2. Exclusivity. Advertiser will be the only restaurant of its cuisine/category represented on the applicable Card. Cuisine categories are determined solely by Provider. Exclusivity applies only to the specific Card and market where Advertiser appears.

3. Advertising Placement. Provider shall place Advertiser's promotional materials in three (3) hotels selected by Provider at its discretion, unless otherwise agreed in writing. Placement may include, but is not limited to, common areas, lobby display materials, or other advertising locations within each hotel.

4. Hotel Selection. Advertiser acknowledges and agrees that Provider retains sole discretion in selecting the specific hotel properties for placement. Provider does not guarantee placement in any specific hotel unless expressly identified in writing. Provider may substitute hotel properties at any time provided the total number of placements remains three (3).

5. Initial Reservation Fee. Advertiser agrees to pay a one-time, non-refundable reservation fee of \$295 ("Reservation Fee") to reserve the advertising space. No space is held until payment is received. The Reservation Fee secures Advertiser's placement on the Cards. Reservation fee is earned immediately. The Reservation Fee is non-refundable for any reason.

6. Monthly Advertising Fee & Auto-Billing Authorization. Once the Cards are physically placed in hotels, Advertiser agrees to pay \$299 per month (the monthly placement fee), billed automatically. Billing begins only after placement in hotels. Advertiser authorizes Provider to automatically charge the payment method on file. Payments are charged monthly in advance. Advertiser agrees to keep a valid payment method on file with Provider for the duration of this Agreement and authorizes Provider to update or replace expired or replaced card information through card networks or payment processors as permitted by law. A failed, declined, or disputed charge constitutes non-payment. Advertiser acknowledges that this authorization remains valid until the Agreement is fully satisfied or terminated in accordance with its terms.

7. Term and Cancellation. This Agreement is month-to-month and may be canceled by Advertiser at any time with written notice. Cancellation stops future billing only. All amounts already paid are non-refundable, including Reservation Fees and Monthly Fees. No partial-month refunds will be issued. Provider may also terminate this Agreement at any time for non-payment or misuse of the advertising space.

8. Cancellation Notice. Advertiser may cancel this Agreement at any time by submitting written notice via email to contact@brightideaslocal.com. All cancellation requests must include the Advertiser's business name, contact name, and phone number associated with the account. Cancellation requests are not effective until confirmed in writing by Provider. Advertiser will process cancellation requests within 3 business days. If Advertiser does not receive a confirmation within that timeframe, Advertiser must follow up to ensure receipt. Provider is not responsible for failed, misdirected, or filtered email communications. Billing will continue until the effective cancellation date as stated in the confirmation email.

9. Failed Payments. If any payment is declined or fails, Provider may attempt to reprocess the payment and/or suspend advertising services until payment is successfully completed. Advertiser remains fully responsible for all amounts due, including any failed payment fees or bank charges incurred by Provider.

10. Non-Payment & Removal. If payment is declined, late, or disputed, Provider may immediately remove Advertiser from future printings, QR pages, or placements. Exclusivity is forfeited without notice. All amounts owed remain due. No refunds or credits will be issued. Provider is not required to re-add Advertiser after removal.

11. Late Fees, Default & Reactivation. If any payment is not successfully processed, a late fee of \$35 will be added after 5 days. Interest accrues at 1.5% per month (or maximum allowed by law). Provider may immediately suspend or remove Advertiser from cards, QR code landing pages, and exclusivity protection. If Advertiser is removed for non-payment and later requests reinstatement, Advertiser must pay all past-due balances, all late fees and interest, and a \$150 reactivation fee. Provider is not obligated to reinstate Advertiser.

12. Chargebacks. Advertiser agrees not to initiate chargebacks or payment reversals for valid charges made under this Agreement. In the event of a chargeback, Advertiser remains responsible for all amounts owed, plus any chargeback fees, collection costs, and reasonable attorney's fees incurred by Provider (or maximum allowed by law).

13. Price Adjustments. Provider reserves the right to adjust pricing upon written notice to Advertiser. Any price increase shall become effective no sooner than thirty (30) days after such notice is provided. Advertiser may cancel this Agreement prior to the effective date of the price increase in accordance with the Cancellation provisions. Continued participation after the effective date constitutes acceptance of the new pricing.

14. Advertising Content and Creative Control. Provider shall have primary control over the design, layout, and selection of images, fonts, and overall presentation of the advertisement and related website content. Advertiser acknowledges that final creative decisions are at Provider's discretion. Provider reserves the right to reject or modify content that is offensive, misleading, or illegal.

15. Use of Substitute Content. If Advertiser does not provide images, logos, or other materials by the requested deadline, Provider may use stock images, generic graphics, or substitute content at its discretion. Advertiser agrees that such content is acceptable for fulfilling the advertisement.

16. Proof and Approval. Provider may, but is not required to, provide a proof for review. If a proof is provided, Advertiser shall have 3 days to request revisions. Revisions are limited to 2 round(s). Additional revisions may incur additional fees. If no response is received within the review period, the advertisement is deemed approved.

17. No Subjective Approval Guarantee. Advertiser acknowledges that dissatisfaction based solely on subjective preferences (including but not limited to image choice, layout, or style) shall not be grounds for refund or non-payment, provided the advertisement reasonably reflects the Advertiser's business.

18. License to Use Advertiser Materials. Advertiser grants Provider a non-exclusive license to use Advertiser's name, logo (if provided), and business information for the purpose of creating and displaying the advertisement. **Provider** may use the completed advertisement for portfolio, marketing, and promotional purposes.

19. No Guarantee of Results. Advertiser acknowledges that Provider makes no guarantees regarding customer traffic, leads, sales, revenue, or return on investment. Advertising performance depends on factors beyond Provider's control.

20. Distribution Disclaimer. The Provider provides placement of promotional materials within participating hotel locations. While materials are positioned in high-visibility areas such as front desks or guest service counters, Provider does not control and does not guarantee the actions, conduct, or participation level of hotel staff or management. The Advertiser acknowledges that distribution may occur through passive display (e.g., countertop availability) and/or at the discretion of hotel staff when interacting with guests. No guarantee is made regarding the number of cards distributed, the manner of distribution, or guest engagement levels. Any examples or estimates provided are illustrative only and are not a promise of performance.

21. Limitation of Liability. Provider shall not be liable for indirect, incidental, or consequential damages. Provider's maximum liability under this Agreement shall not exceed one (1) month of advertising fees.

22. Independent Contractor Relationship. This Agreement does not create a partnership, joint venture, or agency relationship between the Parties.

23. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Any legal action or proceeding arising under or relating to this Agreement shall be brought exclusively in Buncombe County, North Carolina.

24. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No oral statements or prior representations shall be binding. Any modifications must be in writing and signed by both Parties.

25. Collections, Costs & Attorney's Fees. In the event of non-payment, default, or breach, Advertiser agrees to pay all costs of collection, including but not limited to attorney's fees, court costs, and collection agency fees, to the extent allowed by North Carolina law. Interest will accrue on unpaid balances at 1.5% per month (or the maximum allowed by law). These obligations survive cancellation or termination.

26. Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. Any invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving its intent.

27. Personal Guarantee. The individual signing on behalf of Advertiser personally and unconditionally guarantees payment of all amounts owed under this Agreement. This guarantee applies regardless of business structure, including LLCs or corporations, and survives cancellation, removal, or termination of advertising. Provider may pursue the individual guarantor directly without first pursuing the business entity.